

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR MUST COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				INITIALS / CONTROL NO. <b>KJH/040546</b>		1. REQUISITION NUMBER <b>N66604-3287-047C-002</b>	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>N66604-04-Q-0546</b>	
6. SOLICITATION ISSUE DATE <b>2004 FEB 17</b>		7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Kevin Hughes</b>		b. TELEPHONE NUMBER (No collect calls) <b>401-832-1550</b>	
c. FAX NUMBER <b>401-832-4820</b>		8. OFFER DUE DATE / LOCAL TIME <b>2004 MAR 19 2:00 PM</b>		9. ISSUED BY <b>Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 5911, Simonpietri Drive Newport, RI 02841-1708</b>		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: <b>100%</b> FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS 8(a)	
11. DELIVERY IS FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS: <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING <b>DO-C9</b>		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO <b>Receiving Officer General Physics Services Corporation 312 Connell Highway Newport, RI 02840 M/F: NUWC Division, Newport -- N66604-</b>		16. ADMINISTERED BY <b>SEE BLOCK 9 PARTIAL SHIPMENTS ARE AUTHORIZED.  DIRECT ALL PAYMENT INQUIRIES TO THE INDIVIDUAL IDENTIFIED ON PAGE 2.</b>		17a. CONTRACTOR / OFFEROR <b>THIS IS A REQUEST FOR QUOTATION ONLY. IT IS NOT AN ORDER.</b>  POC/TELE. NO. DUNS NUMBER:		18a. PAYMENT WILL BE MADE BY <b>SEE BLOCK 9 PARTIAL SHIPMENTS ARE AUTHORIZED.  DIRECT ALL PAYMENT INQUIRIES TO THE INDIVIDUAL IDENTIFIED ON PAGE 2.</b>	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK IS CHECKED <input type="checkbox"/>		SEE NOTE ABOVE			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA <b>A1 97X4930.NH6A 000 77777 0 066604 2F</b>		26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input type="checkbox"/> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED <input type="checkbox"/> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <b>ALL ITEMS</b>	
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED		32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		33. SHIP. NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	
36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
40. PAID BY		41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.		42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES						
CLIN NO.	NOMENCLATURE	DRAWING NUMBER	REV	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Shell Assy AB FWD	6935003	E	2	EA	\$ _____	\$ _____
0002	Shell Assy AFT BODY	6935005	C	2	EA	\$ _____	\$ _____
0003	Shaft, Engine	6935020	D	1	EA	\$ _____	\$ _____
0004	Hull Assembly	5855690-503	B+	1	EA	\$ _____	\$ _____
	National Stock Number	2040-01-398-9809					
<b>Grand TOTAL</b>							<b>\$ _____</b>

ATTACHMENT#1, Drawing Matrix, 6 pages

ATTACHMENT#2, Contract Security Classification Specification, DD Form 254-E, 2 pages

ATTACHMENT#3, CD-R Disc (1)

**NOTES:**

**NOTE-(1)-** SEE PAGES 15 AND 16 FOR SPECIFIC **PACKING AND MARKING INSTRUCTIONS**

**NOTE-(2)-**NO DRAWING DATA will be issued to our website. Instead, we will provide these data by eMail request. ALL drawing requests are to be eMailed to the attention of Kevin Hughes [HUGHESKJ@NPT.NUWC.NAVY.MIL](mailto:HUGHESKJ@NPT.NUWC.NAVY.MIL). Information to be provided with drawing requests under this solicitation is:

- (1) Include Solicitation Number N66604-04-Q-0546 in eMail subject block
- (2) Name of Company
- (3) JCP Certification Number
- (4) Manufactures CAGE Code
- (5) Data Custodian, Name, Title, Address, and Telephone Number (including area code)
- (6) You MUST also include the statement "I/We agree to handle the requested technical data in accordance with applicable published restrictions".

**NOTE-(3)** Drawing Distribution Statement "D" applies.

Only small businesses who are qualified to access drawing data under the Joint Certification Program (JCP) and agree to handle the data in accordance with EXPORT CONTROLLED INFORMATION requirements may participate in this acquisition. The drawing data will be provided on electronic media –CD-R discs. Attachment #3

**NOTE-(4)-** This procurement will require delivery of confidential document, 5759651, to the successful offeror. All potential offerors require clearance to the confidential level per Attachment #2, DD Form 254-E.

**NOTE-(5)** Serial Numbers to be provided after award.

**NOTE-(6)** Only approved sources of supply, as specified in the drawings, or source approved by deviation will be used. Proof of supplier and Certificates of Conformance will be provided to Fred Biegner, Code 8113, NUWC Division Newport.

**NOTE-(7)** Proof of satisfactory testing must be provided before invoicing. Testing must be accomplished in accordance with the requirements of the primary drawing and all sub components. Proof of satisfactory testing must be provided to Fred Biegner, Code 8113, NUWC Division Newport.

## DELIVERY SCHEDULE

(a) The Government requires delivery to be made according to the following schedule:

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
0001	2	180
0002	2	180
0003	1	180
0004	1	180

(b) The Government will consider offers that propose earlier delivery than the required delivery schedule. Offers that propose delivery that will not clearly fall within the delivery schedule specified above, will either be considered unacceptable, or a later delivery schedule will be negotiated with all offerors. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

### OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
0001	2	
0002	2	
0003	1	
0004	1	

## E11 INSPECTION AND ACCEPTANCE AT ORIGIN (HARDWARE) (AUG 1999)

(a) Inspection and acceptance of the supplies to be furnished hereunder shall be made by the designated Contract Administration Office Quality Assurance Representative (CAO-QAR) at the following Contractor's or subcontractor's plant: TBD (as designated in K15-6, "Place of Performance").

(b) The Government requires advance notice of inspection per FAR 52.246-2, "Inspection of Supplies - Fixed Price, para. (i)(2). The contractor shall notify the Government representative cited in para. (a) above as follows:

- (1) CLINs/SCLINS: \_
- (2) Period of Advance Notice: \_ working days
- (3) Method of Advance Notice: \_

(c) Where the contract also provides for Government procurement quality assurance actions at source, the place or places designated for such actions may not be changed without authorization of the Contracting Officer.

## CONTRACT CLAUSES ADDENDUM

### ADD FAR CLAUSE 52.245-2 GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)

#### **52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (DEC 2001)**

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

*(Contracting Officer shall check as appropriate.)*

- \_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999)
- \_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if offeror elects to waive the preference, it shall so indicate in its offer).
- \_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
  - \_\_\_ (ii) Alternate I to 52.219-5.
  - \_\_\_ (iii) Alternate II to 52.219-5.
- \_\_\_ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- \_\_\_ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- \_\_\_ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- \_\_\_ (8), (9) and (10) are not applicable to this acquisition.
- X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- X (12) 52.222-26, Equal Opportunity (E.O. 11246).
- X (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- X (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- X (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).
- X (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
  - \_\_\_ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_ (18) through (26) are not applicable to this acquisition.
- \_\_\_ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 522a).
- \_\_\_ (28) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

*(Contracting Officer check as appropriate.)*

- \_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (41 U.S.C. 351, et seq.).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) This paragraph is not applicable to this acquisition.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000)**

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- ☐ 252.205-7000, Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416)
- ☐ 252.206-7000, Domestic Source Restriction (10 U.S.C.2304)
- ☐ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637)
- ☒ 252.225-7001, Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- ☐ 252.225-7007, Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- ☒ 252.225-7012, Preference for Certain Domestic Commodities
- ☐ 252.225-7014, Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- ☐ 252.225-7015, Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- ☐ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (\_\_\_ Alternate I) (Section 8064 of Pub. L. 106-259).
- ☐ 252.225-7021, Trade Agreements (19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- ☐ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)
- ☐ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755)
- ☐ 252.225-7029, Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- ☐ 252.225-7036, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (\_\_\_ Alternate I) (41 U.S.C. 10a -10d and 19 U.S.C. 3301 note).
- ☐ 252.227-7015, Technical Data--Commercial Items (10 U.S.C. 2320)
- ☐ 252.227-7037, Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321)
- ☐ 252.243-7002, Requests for Equitable Adjustment (10 U.S.C. 2410)
- ☐ 252.247-7023, Transportation of Supplies by Sea \_\_\_ Alternate I \_\_\_ Alternate II (10 U.S.C. 2631)
- ☐ 252.247-7024, Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items clause of this contract, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note)
- 252.247-7023, Transportation of Supplies by Sea (10 U.S.C. 2631)
- 252.247-7024, Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

**ADDITIONAL CONTRACT TERMS AND CONDITIONS -- APPLICABLE WHEN CHECKED.**

☐ **52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION ) (MAY 1999)**

☒ **252.204-7004, REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)**

☒ **52.232-36, PAYMENT BY THIRD PARTY (MAY 1999)**

**YEAR 2000 WARRANTY – INFORMATION TECHNOLOGY**

(a) The Contractor warrants that all information technology (IT) (as defined at FAR 2.101), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this warranty shall apply to those deliverables as a system.

(b) "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being

delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this warranty. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in other warranty requirement(s) of this contract, or in the absence of any such warranty requirement(s), the remedies available to the Government under this warranty shall include those provided in the Inspection clause(s) of this contract. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) This warranty shall expire on 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder), whichever is later.

**X** **52.211-5, MATERIAL REQUIREMENTS, (AUG 2000)**

**X** **ADDITIONAL MATERIAL REQUIREMENT (MAR 2001)**

All items shall be new, as defined in FAR 52.211-5, Material Requirements.

**INVOICES (APR 1984)**

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state --

- (a) The starting and ending dates of the subscription delivery; and
- (b) Either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

**INVOICE PROCEDURES AND LIMITATION OF LIABILITY**

(a) Limitation of Liability. This order is subject to a "not-to-exceed" funding limitation and the amount currently available for payment hereunder is limited to the total "not-to-exceed" amount in Block 28 of the order. No legal liability on the part of the Government for payment in excess of this amount shall arise unless additional funds are made available and are incorporated as a modification to this order. If the contractor cannot perform in exact accordance with this order, withhold performance and notify the contracting officer immediately, giving your quotation.

(b) Invoicing. The contractor shall submit invoices to:

Name: , Code , Building

Mailing Address:

Naval Undersea Warfare Center Division, Newport  
1176 Howell Street  
Newport, RI 02841-1708

Telephone: Commercial: (401) 832-

(c) Final Adjustment. A written modification to this order will reflect actual costs incurred at the end of the order period, and be subject to a downward adjustment only. No changes can exceed the total "not-to-exceed" amount in Block 28 of the order, or as last modified.

**ACCESS TO GOVERNMENT SITE (DEC 2001)**

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Safety and Occupational Health Information for Contractors and Visitors" prior to commencing performance at any NUWCDIVNPT site. Contact Code 552 at 401-832-3534 or 5890 in Newport, RI.

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at <https://www.npt.nuwc.navy.mil/envpol00.htm>.

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet.

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

## **SOLICITATION PROVISIONS**

The following provisions marked with an X apply to this solicitation:

### **52.212-2 EVALUATION -- COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (1) technical capability of the item offered to meet the Government requirement;
- (2) price;
- (3) past performance

Technical and past performance, when combined, are significantly more important than price.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

### **52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2000)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.*

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925)  
Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this

solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--  
Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179; Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

## **OFFEROR REPRESENTATIONS AND CERTIFICATIONS.**

Complete the information required below and provide a copy with your offer.

### **K15-6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable box] to use one or more plants or facilities at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance  
(Street Address, City,  
County, State, Zip Code)

Name and Address of Owner and  
Operator of the Plant or Facility  
if other than offeror or respondent

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### **CONTRACTOR IDENTIFICATION:**

DUNS number is: \_\_\_\_\_

CAGE code is: \_\_\_\_\_

### **52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (FEB 2002) -- ALT I (FEB 2002) -- ALT III (OCT 2000)**

(a) *Definitions.* As used in this provision:

*"Emerging small business"* means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

*"Forced or indentured child labor"* means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

*"Service-disabled veteran-owned small business concern"*-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*"Small business concern"* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

*"Veteran-owned small business concern"* means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*"Women-owned small business concern"* means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

*"Women-owned business concern"* means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701).

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) *Type of organization*.

☐ Sole proprietorship

☐ Partnership

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) *Common Parent*.

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.

Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern*. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

**Note: Complete paragraph (c)(6) only if this solicitation is expected to exceed the simplified acquisition threshold.**

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ☐ is, a women-owned business concern.

(7), (8) and (9) are not applicable to this acquisition

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.) [*The offeror shall check the category in which its ownership falls*]:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents as part of its offer that-

- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:* \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) *Previous Contracts and Compliance.* The offeror represents that --

- (i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and
- (ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

- (i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
- (ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f), and (g) are not applicable to this acquisition.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that—

- (1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) is not applicable to this acquisition.

**252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS  
(NOV 1995)**

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**X 252.225-7000, BUY AMERICAN ACT -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP  
1999)**

(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item No.

Country of Origin

---

*(List only qualifying country end products.)*

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item No.

Country of Origin (If Known)

## PACKING and MARKING INSTRUCTION

### 1. FOR THE SHELL ASSEMBLIES, CLIN ITEMS 0001 and 0002

Quantity Unit Pack - QUP = 001

Preservation Methods - PRES MTHD = 33 (Greaseproof-waterproof bag, sealed)

Cleaning Procedure - CLNG/DRY = 1 (Any suitable process not injurious to item)

Preservation Material - PRESV MAT = XX (See Method of Preservation code for this requirement)

Wrapping Material - WRAP Mat = XX

Cushing & Dunnage - CUSH/DUNN MAT = AD (Cushion, anchor, block or brace IAW MIL-STD-1186)

Thickness of Cushing - CUSH/DUNN THKNESS = X (As required to protect the item)

Unit Container - UNIT CONT = DP (BOX, TRIPLE WALL, FIBERBOARD)

Optional Procedure Indicator - OPI = O (Option can be exercised if it does not increase package size, weight or cost)

Intermediate Container - INTRMDTE CONT = XX

Intermediate container quantity - INTRMDTE CONT QTY = AAA (Max of 100, not over 40 lbs, not greater than 1.5 Cu Ft)

Pack Code (Over packaging) PACK CODE = U (Package suitable for carrier i.e UPS, motor freight, postal service, etc.)

SPECIAL MARKING CODE = 00 (No special marking)

DOD BAR CODE MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129 (LATEST REVISION), MARKING AND BAR CODING IAW AIM BC1.

2. **FOR ENGINE SHAFT ASSEMBLY & HULL ASSEMBLY, CLIN ITEMS 0003 and 0004**

Quantity Unit Pack - QUP = 001

Preservation Methods - PRES MTHD = 33 (Greaseproof-waterproof bag, sealed)

Cleaning Procedure - CLNG/DRY = 1 (Any suitable process not injurious to item)

Preservation Material - PRESV MAT = ZZ (See Specific instructions on drawing provided)

Wrapping Material - WRAP Mat = XX

Cushing & Dunnage - CUSH/DUNN MAT = AD (Cushion, anchor, block or brace IAW MIL-STD-1186)

Thickness of Cushing - CUSH/DUNN THKNESS = X (As required to protect the item)

Unit Container - UNIT CONT = F5 (VENDOR'S WOOD BOX, REUSABLE)

Optional Procedure Indicator - OPI = O (Option can be exercised if it does not increase package size, weight or cost)

Intermediate Container - INTRMDTE CONT = XX

Intermediate container quantity - INTRMDTE CONT QTY = AAA (Max of 100, not over 40 lbs, not greater than 1.5 Cu Ft)

Pack Code (Over packaging) PACK CODE = U (Package suitable for carrier i.e UPS, motor freight, postal service, etc.)

SPECIAL MARKING CODE = 00 (No special marking)

DOD BAR CODE MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129 (LATEST REVISION), MARKING AND BAR CODING IAW AIM BC1.

Enclosure (1) to Requisition Number  
N66604-3287-047C-002

#	Item Nr	Part Number	Rev	FSC	NIIN	Nomenclature	Dwg	Rev	NL	Rev	NLL	Rev	NLLL	Rev			
1	0001	6935003	E			SHELL ASSY AB FWD	6935003	E									
2	0001	PL6935003	E						PL6935003	E							
3	0001	6935142	C						6935142	C							
4	0001	6935196	C								6935196	C					
5	0001	2507294-11	AV										2507294-11	AV			
6	0001	2507294-58	AV										2507294-58	AV			
7	0001	C5759651	-										C5759651	-			
8	0001	PL6935142	C								PL6935142	C					
9	0001	6935143	A										6935143	A			
10	0001	5905998	B										5905998	B			
11	0001	5905999	G										5905999	G			
12	0001	6300513	B										6300513	B			
13	0001	5906002	C										5906002	C			
14	0001	6300516	-										6300516	-			
15	0001	6557726	A										6557726	A			
16	0001	5205453	K										5205453	K			
17	0001	6300517	A										6300517	A			
18	0001	6105192	B										6105192	B			
19	0001	6300515	-										6300515	-			
20	0001	5906165	B										5906165	B			
21	0001	5906199	B										5906199	B			
22	0001	6300514	B										6300514	B			
23	0001	7053265	A										7053265	A			
24	0001	7052639-05	D										7052639-05	D			
25	0001	6935027	D						6935027	D							
26	0001	WS22351	D1								WS22351	D1					
27	0001	6146923-1	E								6146923-1	E					
28	0001	6146931	-										6146931	-			
29	0001	WS26947	-										WS26947	-			
30	0001	7053273	A								7053273	A					
31	0001	5499241	B						5499241	B							
32	0001	2509200	L						2509200	L							
33	0001	6146923-1	E								6146923-1	E					
34	0001	6146931	-										6146931	-			
35	0001	WS26947	-										WS26947	-			
36	0001	WS22351	D1								WS22351	D1					
37	0001	2505775	H						2505775	H							
38	0001	2505685	M						2505685	M							
39	0001	5499293	B						5499293	B							
40	0001	5205453	K						5205453	K							
41	0001	2507294-58	AV						2507294-58	AV							
42	0001	WS22193	A3								WS22193	A3					
43	0001	2507294-50	AV						2507294-50	AV							

Enclosure (1) to Requisition Number  
N66604-3287-047C-002

#	Item Nr	Part Number	Rev	FSC	NIIN	Nomenclature	Dwg	Rev	NL	Rev	NLL	Rev	NLLL	Rev			
44	0001	WS22193	A3								WS22193	A3					
45	0001	2507294-71	AV						2507294-71	AV							
46	0001	WS22193	A3								WS22193	A3					
47	0001	6935069	C						6935069	C							
48	0001	2508671	F						2508671	F							
49	0001	6300798-3-10	A						6300798-3-10	A							
50	0001	6300856	A						6300856	A							
51	0001	6880077	C						6880077	C							
52	0001	6146923-1	E								6146923-1	E					
53	0001	6146931	-										6146931	-			
54	0001	WS26947	-										WS26947	-			
55	0001	WS22351	D1								WS22351	D1					
56	0001	2507294-7	AV						2507294-7	AV							
57	0001	WS22193	A3								WS22193	A3					
58	0001	6935144	D						6935144	D							
59	0001	7052719	C						7052719	C							
60	0001	2507294-12	AV						2507294-12	AV							
61	0001	WS22193	A3								WS22193	A3					
62	0001	2507294-18	AV						2507294-18	AV							
63	0001	WS22193	A3								WS22193	A3					
64	0001	7052641	A						7052641	A							
65	0002	6935005	C			SHELL ASSY AFT BODY	6935005	C									
66	0002	PL6935005	C						PL6935005	C							
67	0002	6935107	C						6935107	C							
68	0002	6935028	C						6935028	C							
69	0002	WS22351	D1								WS22351	D1					
70	0002	5205453	K						5205453	K							
71	0002	2505445	J						2505445	J							
72	0002	2505392	E						2505392	E							
73	0002	2505685	M						2505685	M							
74	0002	2507294-50	AV						2507294-50	AV							
75	0002	2507294-3	AV						2507294-3	AV							
76	0002	2510564	B						2510564	B							
77	0002	2508915	E								2508915	E					
78	0002	6935184-1	D						6935184-1	D							
79	0002	6935184-2	D						6935184-2	D							
80	0002	6935184-3	D						6935184-3	D							
81	0002	6935184-4	D						6935184-4	D							
82	0002	6935184-5	D						6935184-5	D							
83	0002	7052698	A						7052698	A							
84	0003	6935020	D			SHAFT, ENGINE	6935020	D									
85	0003	6935020-48/NUE02008-16							6935020-48/NUE02008-16								
86	0003	PL6935020	D						PL6935020	D							

Enclosure (1) to Requisition Number  
N66604-3287-047C-002

#	Item Nr	Part Number	Rev	FSC	NIIN	Nomenclature	Dwg	Rev	NL	Rev	NLL	Rev	NLLL	Rev			
87	0003	PL6935020-48/NUE02008-17									PL6935020-48/NUE02008-17						
88	0003	5905980	L						5905980	L							
89	0003	5905980-48/NUE00049-1									5905980-48/NUE00049-1						
90	0003	PL5905980	L								PL5905980	L					
91	0003	PL5905980-48/NUE00049-2											PL5905980-48/NUE00049-2				
92	0003	6105219	K								6105219	K					
93	0003	5905698	D								5905698	D					
94	0003	PL5905698	D										PL5905698	D			
95	0003	2507742	K										2507742	K			
96	0003	5905959	B										5905959	B			
97	0003	2509003	H										2509003	H			
98	0003	5905947	E										5905947	E			
99	0003	5905908	A										5905908	A			
100	0003	5905948	C										5905948	C			
101	0003	6300783-1087	-										6300783-1087	-			
102	0003	2505426	F								2505426	F					
103	0003	6303189	C								6303189	C					
104	0003	2508900	N								2508900	N					
105	0003	2508899	J								2508899	J					
106	0003	2505533	D								2505533	D					
107	0003	2498550	F								2498550	F					
108	0003	5905697	D								5905697	D					
109	0003	2505409	D								2505409	D					
110	0003	6300778-04020	-								6300778-04020	-					
111	0003	5906206-001	A								5906206-001	A					
112	0003	5906206-002	A								5906206-002	A					
113	0003	6813119	SCN-1								6813119	SCN-1					
114	0003	2498558	D						2498558	D							
115	0003	2505437	E						2505437	E							
116	0003	2505456	D						2505456	D							
117	0003	2074226	D						2074226	D							
118	0003	2510056	F						2510056	F							
119	0003	2510072	A						2510072	A							
120	0003	6935021	B						6935021	B							
121	0003	2501010	L						2501010	L							
122	0003	2507333	H						2507333	H							
123	0003	2507298-28	E						2507298-28	E							
124	0003	6934964	-						6934964	-							
125	0003	6934965	-						6934965	-							
126	0003	2074227	F						2074227	F							
127	0003	2074228	B						2074228	B							
128	0003	2507294-35	AV						2507294-35	AV							
129	0003	2498556	E						2498556	E							

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#	Item Nr	Part Number	Rev	FSC	NIIN	Nomenclature	Dwg	Rev	NL	Rev	NLL	Rev	NLLL	Rev			
130	0003	6300798-3-10	A						6300798-3-10	A							
131	0003	5205453	K						5205453	K							
132	0003	6935097	C						6935097	C							
133	0003	7052637-02	C						7052637-02	C							
134	0003	6813119	SCN-1						6813119	SCN-1							
135	0004	5855690-503	B+	2040	01-398-9809	HULL ASSEMBLY	5855690-503	B+									
136	0004	5855690-503/NUE94074-1R1							5855690-503/NUE94074-1R1								
137	0004	5855690-503/NUE96045-1R1							5855690-503/NUE96045-1R1								
138	0004	5855690-503/WEE94021-2R1							5855690-503/WEE94021-2R1								
139	0004	5855690-503/WEE95008-1							5855690-503/WEE95008-1								
140	0004	5856077-05	A						5856077-05	A							
141	0004	* 5856069-01 (Note 1)									* 5856069-01 (Note 1)						
142	0004	6813109	-								6813109	-					
143	0004	5856121	-						5856121	-							
144	0004	5856125	-								5858125	-					
145	0004	5856124	-								5856124	-					
146	0004	5856124-01	-						5856124-01	-							
147	0004	* 5856069-01 (Note 1)	-								* 5856069-01 (Note 1)						
148	0004	PL5855690-503	B+						PL5855690-503	B+							
149	0004	PL5855690-503/NUE94074-2R1									PL5855690-503/NUE94074-2R1						
150	0004	PL5855690-503/WEE94021-3R1									PL5855690-503/WEE94021-3R1						
151	0004	PL5855690-503/WEE95008-2									PL5855690-503/WEE95008-2						
152	0004	PL5855690-503/NUE96045-2R1									PL5855690-503/NUE96045-2R1						
153	0004	5855688-501	N+						5855688-501	N+							
154	0004	5855688-501/WEE94011-2R1									5855688-501/WEE94011-2R1						
155	0004	5585237	E										5585237	E			
156	0004	5584929	E								5584929	E					
157	0004	** 5729035 (Note 2)											** 5729035 (Note 2)				
158	0004	5584933	C								5584933	C					
159	0004	** 5729035 (Note 2)											** 5729035 (Note 2)				
160	0004	5856077-05	A								5856077-05	A					
161	0004	***5856079-01 (Note 3)											***5856079-01 (Note 3)				
162	0004	6813109	-										6813109	-			
163	0004	PL5855688-501	N+								PL5855688-501	N+					
164	0004	PL5855688-501/WEE94011-3R1											PL5855688-501/WEE94011-3R1				
165	0004	5855689	C+										5855689	C+			
166	0004	5855689/WEE94011R1											5855689/WEE94011R1				
167	0004	6146923-2	E										6146923-2	E			
168	0004	6146931	-												6146931	-	
169	0004	WS26947	-												WS26947	-	
170	0004	WS22351	D1										WS22351	D1			
171	0004	5855691-501	F						5855691-501	F							
172	0004	PL5855691-501	E								PL5855691-501	E					

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#	Item Nr	Part Number	Rev	FSC	NIIN	Nomenclature	Dwg	Rev	NL	Rev	NLL	Rev	NLLL	Rev			
173	0004	5855692	C+						5855692	C+							
174	0004	5855692/WE30022-12R2									5855692/WE30022-12R2						
175	0004	PL5855692	C+								PL5855692	C+					
176	0004	PL5855692/WE30022-13R1											PL5855692/WE30022-13R1				
177	0004	PL5855692-501	C+						PL5855692-501	C+							
178	0004	PL5855692-501/WE30022-14R1									PL5855692-501/WE30022-14R1						
179	0004	5855693	B						5855693	B							
180	0004	5855706	D						5855706	D							
181	0004	5855815	A						5855815	A							
182	0004	PL5855815	A								PL5855815	A					
183	0004	5855867	B+						5855867	B+							
184	0004	5855867/WE30022-5R2									5855867/WE30022-5R2						
185	0004	PL5855867-501	B						PL5855867-501	B							
186	0004	5855880	C						5855880	C							
187	0004	PL5855880-501	B						PL5855880-501	B							
188	0004	6510315	D						6510315	D							
189	0004	5855894	B+						5855894	B+							
190	0004	5855894/WEE94021-1R1									5855894/WEE94021-1R1						
191	0004	5855894/WEE95008-3									5855894/WEE95008-3						
192	0004	6300843	-						6300843	-							
193	0004	5855894-507	B+						5855894-507	B+							
194	0004	5855894-505	B+						5855894-505	B+							
195	0004	5855896	A						5855896	A							
196	0004	7053037	-						7053037	-							
197	0004	5855973	A						5855973	A							
198	0004	5855986	B						5855986	B							
199	0004	6700021	A						6700021	A							
200	0004	PL6700021-1	A								PL6700021-1	A					
201	0004	PL6700021-2	A								PL6700021-2	A					
202	0004	5856015	E						5856015	E							
203	0004	5946745-5-4	-								5946745-5-4	-					
204	0004	5856121	-								5856121	-					
205	0004	PL5856015	E								PL5856015	E					
206	0004	PL5856015-501	E								PL5856015-501	E					
207	0004	5946745-5-4	-										5946745-5-4	-			
208	0004	5856018	B						5856018	B							
209	0004	5856018-501	B						5856018-501	B							
210	0004	5856018-503	B						5856018-503	B							
211	0004	5856019	A						5856019	A							
212	0004	5856040	B						5856040	B							
213	0004	5856068	B						5856068	B							
214	0004	PL5856068	B								PL5856068	B					
215	0004	5856017	E										5856017	E			

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#	Item Nr	Part Number	Rev	FSC	NIIN	Nomenclature	Dwg	Rev	NL	Rev	NLL	Rev	NLLL	Rev			
216	0004	6879857	B						6879857	B							
217	0004	5946746	A						5946746	A							
218	0004	5946747-501	B						5946747-501	B							
219	0004	5946748	-						5946748	-							
220	0004	5946767	B						5946767	B							
221	0004	PL5946767	B								PL5946767	B					
222	0004	5946767-3	B										5946767-3	B			
223	0004	2505685	M						2505685	M							
224	0004	6813062	-						6813062	-							
225	0004	2507294-48	AV						2507294-48	AV							
226	0004	2507294-49	AV						2507294-49	AV							
227	0004	2507294-50	AV						2507294-50	AV							
228	0004	3249505	D						3249505	D							
229	0004	5946744-5-2	-						5946744-5-2	-							
230	0004	5946744-5-3	-						5946744-5-3	-							
231	0004	5946744-5-4	-						5946744-5-4	-							
232	0004	5946744-5-5	-						5946744-5-5	-							
233	0004	5946744-5-7	-						5946744-5-7	-							
234	0004	5205453	K						5205453	K							
		* Note 1: Dwg 5856069-01 not required for this application per paragraph 3.11.3.4 of Dwg. 5856124															
		** Note 2: Dwg 5729035 is reference only, not required for this procurement as Cables are not being procured															
		*** Note 3: 5856079-01 listed in spec 5856077 is not required for this procurement; only the 6813109 solvent cleaning is required which is for 5856077-05.															

<b>DEPARTMENT OF DEFENSE</b> <b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the National Industrial Security Program Operating Manual apply to all security aspects of this effort)</i>				<b>1. CLEARANCE AND SAFEGUARDING</b>  a. FACILITY CLEARANCE REQUIRED: <b>CONFIDENTIAL</b>  b. LEVEL OF SAFEGUARDING REQUIRED: <b>CONFIDENTIAL</b>				
<b>2. THIS SPECIFICATION IS FOR: (X and complete as applicable)</b>				<b>3. THIS SPECIFICATION IS: (X and complete as applicable)</b>				
	a. PRIME CONTRACT NUMBER				a. ORIGINAL <i>(Complete date in all cases)</i>		Date (YYMMDD)	
	b. SUBCONTRACT NUMBER				b. REVISED <i>(Supersedes all previous specs)</i>	Revision No.	Date (YYMMDD)	
X	c. SOLICITATION OR OTHER NUMBER N66604-3287-047C-002		Due Date (YYMMDD)		c. FINAL <i>(Complete item 5 in all cases)</i>		Date (YYMMDD)	
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b> [ ] YES [X] NO, If yes, complete the following Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract								
<b>5. IS THIS A FINAL DD FORM 254</b> [ ] YES [X] NO, If yes, complete the following: In response to the contractors request dated _____, retention of the identified classified material is authorized for a period of:								
<b>6. CONTRACTOR</b> <i>(Include Commercial and Government Entity (CAGE) Code)</i>								
a. NAME, ADDRESS, AND ZIP				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
<b>7. SUBCONTRACTOR</b>								
a. NAME, ADDRESS, AND ZIP				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
<b>8. ACTUAL PERFORMANCE</b>								
a. LOCATION				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b>  Manufacture MK48 Mod6 Torpedo Spares								
<b>10. THIS CONTRACT WILL REQUIRE ACCESS TO</b>			YES	NO	<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>		YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION				X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTORS FACILITY OR GOVERNMENT ACTIVITY			X
b. RESTRICTED DATA				X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION				X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL			X
d. FORMERLY RESTRICTED DATA				X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE			X
e. INTELLIGENCE INFORMATION					e. PERFORM SERVICES ONLY			X
(1) Sensitive Compartmented Information (SCI)				X	f. HAVE ACCESS TO US CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES			X
(2) Non-SCI				X	g. BE AUTHORIZED TO USE THE SERVICES OF THE DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER			X
f. SPECIAL ACCESS INFORMATION				X	h. REQUIRE A COMSEC ACCOUNT (TRADITIONAL)			X
g. NATO INFORMATION				X	i. HAVE TEMPEST REQUIREMENTS			X
h. FOREIGN GOVERNMENT INFORMATION				X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS			X
i. LIMITED DISSEMINATION INFORMATION				X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE			X
j. FOR OFFICIAL USE ONLY INFORMATION				X	l. OTHER (specify)			X
k. OTHER (Specify)      Unclassified Controlled Information				X	SEE BLOCK 13 REMARKS			

DD Form 254-E, JAN 95

Previous editions are obsolete

**12. PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the National Industrial Security Program Operating Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

☐ DIRECT ☐ THROUGH (Specify

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.

\*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

**13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

1. The Contractor shall comply with the specific pressure and operational test specifications as promulgated within specification 5759651.
2. The contractor shall comply with the following and all references contained therein:
  - a. DOD Regulation 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)
3. Item 11.b.: Contractor will receive classified documents for reference only; however, if any classified information is generated in performance of this contract, it shall be derivatively classified and marked consistent with the source material.

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to NISPOM requirements, are established for this contract. ☐ YES ☒ NO

(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is required.)

**15. INSPECTIONS.** ELEMENTS OF THIS CONTRACT ARE OUTSIDE THE INSPECTION RESPONSIBILITY OF THE COGNIZANT SECURITY OFFICE. (If yes, explain and ☐ YES ☒ NO

identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if more space is needed.)

**16. CLASSIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

b. TITLE

c. TELEPHONE (Include Area Code)

d. ADDRESS (Include Zip Code)

**17. REQUIRED DISTRIBUTION**

SMDC-IN-S SMDC-AC-T-S JN1-ES (NMD Joint Program Office)

☒ a. CONTRACTOR

☒ b. SUBCONTRACTOR

☒ c. COGNIZANT SECURITY OFFICE FOR PRIME & SUBCONTRACTOR

☐ d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

☒ e. ADMINISTRATIVE CONTRACTING OFFICER

☒ f. OTHERS AS NECESSARY